



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
Peter Goldmark - Commissioner of Public Lands

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**Northwest Region**  
Department of Natural Resources  
919 N. Township St.  
Sedro Woolley, WA 98284  
360-856-3500

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**INVITATION TO BID**  
**Contract Number #1328**

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**2011 Helicopter Application of  
Herbicides as Site Preparation and  
Conifer Release Treatments**

**Contract Digest:** Aerial Herbicide sprays are the application of herbicides made by helicopter.

Return bids to the address listed above by the time listed below:

**BID NUMBER**  
1328

**DUE DATE & TIME**  
July 28, 2011 @ 10:00 A.M.

Direct contract questions to:  
Chris Hankey  
NW Region Intensive Management Forester  
Phone: 360-854-2811  
E-mail: [chris.hankey@dnr.wa.gov](mailto:chris.hankey@dnr.wa.gov)

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## 1 ANNOUNCEMENT AND SPECIAL INFORMATION

Bidders are required to read and understand all information contained within this entire bid package. The Competitive Procurement Standards, which are referred to in this bid package are not automatically printed or sent out with this Request for Bid. By responding to this Request for Bid the Bidder agrees to read and understand these documents. These documents are available online at: <http://www.ga.wa.gov/pca/cps.htm>.

In support of the State's economic and environmental goals, we encourage you to consider the following elements in responding to our bids. These are not a factor of award (unless otherwise specified in this document):

- Using environmentally preferable products and products that exceed EPA guidelines.
- Supporting a diverse supplier pool, including small, minority, and women-owned firms.
- Featuring products made or grown in Washington.

### 1.1 PUBLIC DISCLOSURE

Bid information, including Price sheet, will not be available for public disclosure until after award of the contract. At the time of bid opening, only the name of the Bidder and time of bid receipt will be read aloud.

### 1.2 SCOPE

#### A. PURPOSE

The purpose of this Request for Bid is for the purchase of helicopter application of herbicide as a late foliar treatment to (all numbers are approximate) **1,893 acres** of forest plantations in Northwest Region, projected time frame is **August 8, 2011 through August 26, 2011 for site preparation (Items 1 and 2) and September 12, 2011 through September 30, 2011 for conifer release (Item 3).**

#### B. PURCHASER

The primary purchaser will be the Washington State Department of Natural Resources (WDNR).

#### C. DELIVERY

Delivery is of the essence and may be a factor in award. Bidder must be ready to begin application and have the herbicide in their possession and ready for use at least seven (7) calendar days before the effective start date stated in the scope (See 1.2.A).

D. BID EVALUATION

Bid evaluation and award criteria can be found in the section entitled Bid Evaluation. The DNR anticipates it will take seven (7) calendar days after the bid opening date to make an award (assuming an award is made). In the event an award decision takes longer than the anticipated seven (7) calendar days the project time frames will be adjusted day-for-day.

1.3 SPECIAL CONCERNS

**Please note section 5.3.F.1.C. regarding changes to the type of nozzle allowed for this contract. Please note section 5.3.F.1.h.1. regarding the only approved herbicide substitutions. Drift control adjuvant (Valid) is required for every load, as identified in 5.4 - Unit Description.**

**Please note timing restrictions in place for Item 2 as identified in 5.4 - Unit Description.**

**As required for compliance with Washington's Forest Fire Protection Requirements for Precaution Level II and III days, a minimum of 300 gallons of water must be maintained in the batch truck and at least 100 feet of hose to respond to any fire start that occurs due to contractor activities. Batching and support vehicles must all be equipped with a fire extinguisher rated at 5 BC and have a shovel available as needed.**

**The Department reserves the right to modify or cancel this contract in part or whole without cause. The Department reserves the right to drop acres due to regulatory, environmental, operational or social concerns. The Contractor shall be paid only for that work performed prior to cancellation or modification of the contract and for work completed after modification of the contract.**

## 2 CHECK LIST

This checklist is provided for Bidder's convenience only and identifies the bid documents that are to be submitted with the bid package. Any bid packages received without these documents may be rejected:

- Bid Submittal entitled: Offer and Award - Signed (5.1) \_\_\_\_\_
- Bid Submittal entitled: Bidder Information - Initialed (5.2) \_\_\_\_\_
- Bid Submittal entitled: Specifications - Initialed (5.3) \_\_\_\_\_
- Bid Submittal entitled: Unit Descriptions - Initialed (5.4) \_\_\_\_\_
- Bid Submittal entitled: Required Herbicides and Misc. Notes - Initialed (5.5) \_\_\_\_\_
- Bid Submittal entitled: Price Sheet - Initialed (5.6) \_\_\_\_\_
- Bid Submittal entitled: References - Initialed (5.7) \_\_\_\_\_

Bid submittals to be returned after award:

The following document need not be returned with bid submission; however, Contractor will be required to submit such documents at a later date as required by the Contract Administrator.

1. Certificate of Insurance. **Please see examples attached at end of this document.**
2. Letter of certification of the aircraft(s) registration with the Department of Licensing and pilot(s) registration with the Division of Aeronautics.
3. Any other documents required herein.

### **3 BID EVALUATION**

#### **3.1 EVALUATION / AWARD**

Should this Request for Bid result in an award then: In conjunction with the Competitive Procurement Standards, Section III, Paragraph 28, Award Factors, Request for Bid evaluation and possible resulting award shall be to the least expensive responsible and responsive Bidder. Evaluation and award shall be on an all-or-none basis to assure compatibility and/or efficiency in the award. Evaluation of pricing will be based on the chemical rate per acre plus the application rate per acre to arrive at a total rate per acre. The total rate per acre will be multiplied by the approximate acres for an item extended line total. Each individual extended line item total will be added together to arrive at an all-or-none total. Only one award will be made. Washington State sales tax, or use tax (if required) shall be excluded from all submitted bids. Contractors may invoice the DNR for reimbursement of sales tax, or use tax (See 5.3.E.2).

#### **3.2 EVALUATION CONFERENCE**

To aid in the evaluation process, after bid opening, the DNR may require individual Bidders to appear at a date, time, and place determined by the DNR for the purpose of conducting discussions to determine whether Bidders have a full and complete understanding of the nature and scope of contractual requirements, including the resources necessary to successfully fulfill all contractual requirements within the allotted time frame stated in the scope (See 1.2.A). In no manner shall such action be construed as negotiations or an indication of the DNR's intention to award.

## **4 SPECIAL TERMS AND CONDITIONS**

### **4.1 SPILL CLEAN-UP**

The supplier shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The supplier shall immediately report and clean up any spillage. Upon failure to do so, the supplier shall remain responsible for all actual related costs.

### **4.2 MATERIALS AND WORKMANSHIP**

The Bidder shall be required to furnish all materials, equipment and/or services necessary to perform contractual requirements. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment.

### **4.3 ESTABLISHED BUSINESS**

To be considered responsive, Bidder must, prior to commencing performance, or prior to that time if required by law or regulation (reference WAC Chapter 18.27), be an established business firm with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the bid solicitation. All Bidders must have Federal Tax Identifier Number as required by IRS regulations and Uniform Business Identifier Number required by Department of Revenue (800) 647-7706. Questions regarding specific licenses should be directed to Department of Licensing at (360) 664-1400. The state reserves the right to require proof of said requirements including business references within ten (10) calendar days from the date of request.

### **4.4 BIDDER COMPLIANCE**

The DNR reserves the right to consider the actual level of Bidder's compliance with the requirements specified in this Request for Bid, and to consider a bid responsive if it substantially complies with the DNR's intent relative to overall bid requirements and specifications.

### **4.5 QUESTIONS AND INQUIRIES**

This Request for Bid is time sensitive and does not involve a pre-bid meeting. It is to your benefit to immediately review the document and ask questions (if any) as soon as possible. All questions related to this Request for Bid shall be directed to the Contract Administrator identified on the front page. Inquiries shall be in writing and shall reference the appropriate section and paragraph number. Questions received less than ten (10) calendar days prior to bid opening may not be considered. Only questions answered by written amendment are binding. Oral interpretations have no legal effect. Unofficial communication streams are not binding and at your own risk.

**5 BID SUBMITTALS**

**5.1 OFFER AND AWARD**

Bidders are required to read and understand all information contained within this entire bid package. There are some standard documents, which are referred to in this bid package that are not automatically printed or sent out with this bid. For example, Competitive Procurement Standards (Standard Terms and Conditions, Instructions to Bidders, Definitions), Sales/Service and Subcontractor Report are binding terms of this contract. It is important that you read and understand these documents. These documents are available online at:

<http://www.ga.wa.gov/pca/cps.htm>

- STANDARD DEFINITIONS** (revised 06/02/2003)
- STANDARD INSTRUCTIONS FOR BIDDERS** (revised 06/02/2003)
- STANDARD TERMS AND CONDITIONS** (revised 03/09/2006)

Bidder further offers to furnish materials, equipment or services in compliance with all terms, conditions, and specifications herein including all amendments. Submitting this document with an authorized signature constitutes complete understanding and compliance with the terms and conditions and certifies that all-necessary facilities or personnel are available and established at the time of bid submittal.

(Company Name)	(Typed or Printed Name)
(Address)	(Title)
(City)      (State)      (Zip)	(Phone No.)
(Federal Tax Identification Number)	FAX
Email	<b>(Bidder's Signature)</b> (Date)

\_\_\_\_\_  
**AWARD- Authorized Signatures**  
(For State of Washington Use Only)

A contract is hereby awarded between the above company and the State of Washington, Department of Natural Resources, to be effective \_\_\_\_\_, 2011.

Contract Administrator	Date	Region Manager	Date
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5.2 BIDDER INFORMATION

Bidder shall complete the following:

1. Authorized Representative(s):

Primary Contact:		Secondary Contact:	
Name:	_____	Name:	_____
Address:	_____ _____	Address:	_____ _____
Telephone:	_____	Telephone:	_____
Fax:	_____	Fax:	_____
Email:	_____	Email:	_____

2. Bidder Address(s):

Billing will be from:		Payment to be sent to:	
Name:	_____	Name:	_____
Address:	_____ _____	Address:	_____ _____
Telephone:	_____	Telephone:	_____
Fax:	_____	Fax:	_____
Email:	_____	Email:	_____

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

**5.3 SPECIFICATIONS**

**A. DEFINITIONS**

DNR: The Washington State Department of Natural Resources

CONTRACTOR: The person, partnership or corporation to whom the contract is awarded.

CONTRACT ADMINISTRATOR: The DNR employee who is primarily responsible for all aspects of contract administration.

OFFICIAL COMMUNICATION STREAM: Any request, question, inquiry, communication, etc. prior to an actual award will be routed through the Contract Administrator. The Bidder shall operate at their own risk if they rely on any additional information, assertions, promises, implications, etc. made to the Bidder by anyone else other than the Contract Administrator. After the actual award is made (if at all) the official communication point shall be the Contract Administrator unless a contract provision specifically designates a different point of contact. In the event of problems/disputes the successful Bidder shall contact the Contract Administrator within a short and reasonable time. This definition shall also act as a contract provision and applies to all parts of the Request for Bid.

**B. LEGAL RESPONSIBILITIES**

1. The Contractor shall assume full responsibility for the safety of his employees, equipment and supplies.
2. The Contractor shall furnish his crew with adequate safety clothing, according to General Safety and Health Standards WAC 296-800-160, including boots, coveralls, hats and gloves for handling the type of chemical being applied.

**C. PILOT AND AIRCRAFT REQUIREMENTS**

1. All pilots shall be registered with the Washington State Department of Transportation, Division of Aeronautics. **(This is no longer required as of July 2005 with the passing of Senate Bill 5414).**
2. All aircraft shall be registered with the Department of Licensing. **Aircraft shall be registered with the Department of Agriculture.**
3. Before commencing work, the Contractor shall supply to the Contract Administrator a letter of certification of the aircraft(s) registration with the Department of Licensing and pilot(s) registration with the Division of Aeronautics.

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

4. Pilot(s) and aircraft(s) shall be available for inspection and/or flight check by the Division of Aeronautics and/or the DNR prior to and at any time during the current agreement period.
5. The Contractor shall furnish the necessary pilot(s) and mechanics to provide the services to be rendered herein without unjustified delay. The Contractor shall maintain necessary pilot(s), ground support crew(s) and equipment with each aircraft during the periods called for under this contract, and they shall be familiar with the terrain within the assigned treatment zone and generally familiar with the terrain and requirements for flight operations in the State of Washington. Pilot(s) shall be capable of cross-country navigation within the State.

**D. FLIGHT DUTY LIMITATIONS**

Aircraft pilots will be limited to the following tours of duty and flight hours:

1. Flight time shall not exceed a total of seven (7) hours per day.
2. Pilots accumulating thirty (30) or more hours of flying in any six (6) consecutive days will be off duty the following full calendar day.
3. A duty day is any day a flight is made, or four (4) hours or more of other duty is performed. Pilots must have a minimum of ten (10) consecutive hours off duty within twenty-four (24) hours after the beginning of any duty day.
4. The DNR may waive the "consecutive" requirement so that pilots flying such missions as aerial application may have two (2) shorter off duty periods, providing they aggregate to ten (10) hours or more.
5. Duty includes flight time and ground duty of any kind.
6. During any fourteen (14) consecutive days, pilots will be off duty for two (2) full calendar days; however, off-duty days need not be consecutive.
7. Combined fixed wing/helicopter operations shall have the same limitations as for helicopter operations.
8. Flight time is not entirely reliable as a gauge of accumulative pilot fatigue. Sound judgment is essential in administering aerial operations to provide maximum safety.
9. Pilots shall have experience as pilot in command during flight at low altitude over rough and mountainous terrain. They shall have the following minimum qualifications for type of aircraft used in this contract.

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

<u>EXPERIENCE</u>	<u>HELICOPTER FLIGHT HOURS</u>
a. Total flight time as pilot in command.	1,000
b. Minimum flight time in type or weight class used in the contract.	100
c. Minimum flight time during the preceding 12 months.	100
d. Minimum flight time disseminating aerial spray in mountainous terrain.	200

E. PAYMENT AND INVOICING

1. All invoices shall separately itemize the price of the helicopter application and the price of the chemical, at prices specified on the Price Sheet for each Bid Item (See 5.6). If chemical is a tank mix of more than one chemical, the total price for the combined chemical shall be listed for each Bid Item.
2. Washington State sales tax or “use tax” (if applicable) is only owed to the Washington Department of Revenue on the chemical and not on the helicopter application of the chemical. Contractors may include Washington State sales tax for the applied chemical on invoices. Sales tax shall be included as a separate payment item, listed separately for each Bid Item.
3. Billing invoice forms will be signed by the Contractor and the Contract Administrator upon completion of the units treated. Payment will be based on each Bid Item’s unit prices multiplied by the number of acres actually treated, less L&I Retainage (below).
4. Washington State Department of Labor and Industry (L&I) Retainage
  - a. One percent (1%) of all payments due Contractors who employ workers shall be retained by DNR as security for L&I industrial insurance premiums owed for their workers.
  - b. Upon determination that Contractor has met all financial obligations for industrial insurance premiums related to the Bid Item(s) of this contract, the one percent (1%) retainage will be returned to the Contractor.

Bidder’s Company Name: \_\_\_\_\_ Bidder’s Initials: \_\_\_\_\_

F. EQUIPMENT, SUPPLIES AND APPLICATION REQUIREMENTS

All contract work shall be consistent with herbicide labeling and the Forest Practices Application/Notification as approved. If determined by the DNR's representative that an individual requirement of this section cannot be applied consistent with current herbicide labeling and/or Forest Practices, the herbicide label and/or the Forest Practices Application/Notification shall prevail.

1. Equipment and Supplies

- a. The Contractor shall furnish all flying, spraying and mix-truck equipment. Helicopters shall be equipped with a spray system capable of applying herbicide at rates specified. Spray apparatus shall be readily adjustable in the field and have a leak proof distribution system with positive shutoff.
- b. Helicopters shall be of the Bell 206 class or smaller and capable of carrying at least eighty (80) gallons of mix at all elevations.
- c. **The only nozzle allowed for this contract is Accu-Flo™ .028, 64 tube radial nozzle.**
- d. To help reduce drift, nozzles shall be oriented down at either a 45-degree angle or horizontal to the air stream.
- e. The helicopters shall be equipped with a Global Positioning System (GPS) device to track/mark each flight strip and buffer area(s). The GPS device must have the capability to export files at suitable map scale(s) for print-out and review by project administrator, if so requested. Flight data shape files and/or a print-out of flight lines shall be made available to the Contract Administrator within twenty-four (24) hours of completion of a unit, when requested.
- f. The Contractor shall furnish a mix-truck of 2,000 gallons minimum capacity with each helicopter. During the dormant season the Contractor shall have an additional 2,000 gallons hauling capability when requested. The mix-trucks shall:
  - 1. Have positive, continuous agitation system(s).
  - 2. Be equipped so the chemical can be transferred from barrel to mix-truck in measured quantities using a metered pump. Bucket transferring of chemical will not be permitted.
  - 3. Be equipped to effectively batch single-flight loads of chemical:

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

This requires a mixing tank of 500 gallons or less, with positive, continuous agitation capability.

- g. If requested, a description of the helicopters and mix-trucks to be used for contract work shall be furnished to the Contract Administrator prior to contract award.
- h. The Contractor shall furnish all herbicide, carrier and additives required for treatment as specified in the Unit Descriptions.
  - 1. Generic herbicides containing identical active ingredient percentages to those specified in the Unit Descriptions may be substituted for brand-name herbicides as follows:

<u>Brand Name Herbicide:</u>	<u>Approved Substitute:</u>
<b>Accord Concentrate EPA # 62719-324</b>	<b>Foresters EPA # 228-381 Glyphosate 5.4 EPA# 81927-8</b>
<b>Chopper EPA # 241-296</b>	<b>Polaris SP EPA# 228-536 Rotary 2SL EPA# 81927-6</b>
<b>Oust XP EPA # 352-601</b>	<b>Spyder EPA# 228-408 SFM 75 EPA# 81927-26</b>
<b>Oust Extra EPA # 352-622</b>	<b>SFM Extra EPA# 81927-5 Spyder Extra EPA# 228-6902.</b>
<b>Garlon 4 EPA 62719-40</b>	<b>Element 4 EPA # 62719-40 Tahoe 4E EPA #228-517 Triclopyr 4 EPA #81927-11</b>

- 2. All costs of materials, operation and maintenance not specifically furnished by the DNR, under part G1 below, shall be borne by the Contractor.
- 3. The Contractor will be responsible for all containment, neutralization, clean-up, disposal, associated costs, and other measures as may be required to respond to a fuel, chemical or pesticide spills.
- 4. Application
  - a. Prior to treatment the Contractor will determine flight patterns for disseminating the spray mix such that the maximum treatable area of the unit is treated with the prescribed application rate. The flight patterns must be acceptable to the DNR.

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- b. Application of spray shall not be made into streams containing water, lakes or ponds. Buffer strips adjacent to streams, lakes and ponds, as designated by the Contract Administrator, shall be left unsprayed. A drift control additive may be required to help establish the unsprayed buffer.
  - c. Weather Guidelines for applications are as follows:
    - 1. Temperature:  
Esters - 70' F maximum      Others - 85' F maximum.
    - 2. Humidity:  
Esters - 50% minimum      Others - 40% minimum.
    - 3. Moisture:  
Plants can have dew on leaf surfaces. Wait one hour after rainfall terminates to allow some drying of leaf surfaces.
    - 4. Wind:  
5 mph maximum or as specified by the herbicide label.
  - d. The DNR reserves the right to determine if weather conditions are suitable for spraying operations. The Contractor shall cease spraying if the DNR determines weather conditions are unsuitable.
  - e. Spraying will be performed at a height of approximately twenty-five (25) feet above tree tops and at a constant speed of not less than thirty-five (35) miles per hour, nor more than fifty-five (55) miles per hour.
  - f. The application rate of spray mix shall be ten (10) gallons of total solution evenly distributed per acre. The total solution applied per acre shall include herbicide and carrier as specified in the Unit Descriptions.
5. On site, single-flight load batching shall be the method of preparing herbicide mixes for all units. This method of batching may be modified by the Contract Administrator if mutually agreed to at a pre-work conference. The Contractor must have the ability to effectively batch single-flight loads of chemical (See 5.3.F.1.f.3).

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

G. WORK RESPONSIBILITIES AND SCHEDULING

1. The DNR shall furnish or supply:
  - a. Maps, aerial photos and other data necessary for orientation of each pilot.
  - b. A representative to acquaint each pilot with each unit to be sprayed delineating boundaries of units and buffer strips adjacent to streams and open water to be left unsprayed.
  - c. Licensed personnel to supervise the measuring of correct chemical concentrations.
  - d. Suitable heliports and access roads. Heliports and roads shall be inspected by the Department of Natural Resources between one (1) month and one (1) week prior to contractor arrival. All heliport and road maintenance shall be completed at this time.
  - e. Delivery assistance for additional water, when available and practicable, to maximize the application operation during favorable flying weather.
2. Bidders are expected to examine this entire Request for Bid and to consider the scattered and intermittent conditions of the work.
3. A separate per acre bid for each Bid Item, as designated in the Unit Descriptions and on the Price Sheet, is required.
4. To be acceptable the work schedule must occur within a Bid Item's treatment window. The anticipated treatment window(s) are listed separately for each Bid Item in the Unit Descriptions. The DNR will determine the actual treatment window by assessing the current physiological condition of the plant species to be treated and considering the effect of time and the projected weather trend on it. The department will reset or confirm a treatment window at least one week in advance of the anticipated treatment window's start date.

H. DELAY DUE TO FORCE MAJEURE

Due to the nature of the work involved in this contract, any delay incurred due to Force Majeure may not, at the option of the DNR, be compensated for by a contract extension. The DNR must retain the right to determine if the season or growth conditions permit or exclude any extension of the contract. This determination of the feasibility of a contract extension shall remain the sole prerogative of the DNR and the Contractor must plan to accomplish all work under this contract within the time stated. The Contractor in planning and scheduling the work must include time lost due to weather conditions.

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Weather conditions during the contract period are variable and will exclude the application of herbicides for an unknown number of days.

I. EXEMPTIONS

In the event requirements of the State Environmental Protection Act as amended, or the Forest Practices Act as amended cannot be satisfied, the DNR reserves the right to cancel any and all of this contract and shall not be held liable for expenses or inconveniences suffered by the Contractor.

J. SALES TAX

Washington State sales tax, or use tax (if required) shall be excluded from all submitted bids. Contractors may invoice the DNR for reimbursement of sales tax, or use tax (See 5.3.E.2).

K. SKIPS

Including but not limited to any other claim/theory of contract breach/contract damages, a “skip” is defined as an unsatisfactorily treated acreage. The value of a skip shall be calculated at the per acre bid price for that Bid Item multiplied by the number of unsatisfactorily treated acres.

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

5.4 UNIT DESCRIPTIONS

ITEM NO. 1

ANTICIPATED TREATMENT WINDOW: August 8 through August 26, 2011

<u>HERBICIDE(S)</u> <u>(See Clause 5.5)</u>	<u>HERBICIDE</u> <u>AMOUNT</u> <u>PER ACRE</u>	<u>TOTAL AMOUNT</u> <u>OF HERBICIDE FOR</u> <u>ITEM 1</u>	<u>ADJUVANT</u> <u>(See Clause 5.5)</u>	<u>ADJUVANT</u> <u>AMOUNT</u> <u>PER ACRE</u>	<u>TOTAL AMOUNT OF</u> <u>ADJUVANT</u> <u>FOR ITEM 1</u>	<u>TOTAL ITEM ACRES</u>
Accord Concentrate	48 oz	18,432 oz	Syl Tac, Phase	6 oz	2,304 oz	384
Chopper	8 oz	3,072 oz	or Dynamic			
Oust XP	3 oz	1,152 oz	Valid	2 oz	768 oz	

<u>COUNTY/DISTRICT</u>	<u>UNIT NAME</u>	<u>LEGAL</u>	<u>ELEVATION</u> <u>(Ft)</u>	<u>MILES TO</u> <u>HELIPORT</u>	<u>HELIPORT</u> <u>COORDINATES</u>	<u>APPROX.</u> <u>ACRES</u>	<u>APPROX. DRIFT</u> <u>CONTROL ACRES</u>
Skagit/Cascade	Bear Bait U1	T33N-R5E S14	1,180' - 1,495'	0.3 mi. @ 1562'	N48° 21.192' W122° 07.001'	31	31
Skagit/Cascade	Bear Bait U2	T33N-R5E SEC 12,13	1,468' - 1,769'	0.2 mi. @ 1562'	N48° 21.192' W122° 07.001'	36	36
Skagit/Cascade	BR Zero U1	T33 R6E S 7, 18	1,027' - 1,444'	0.4 mi. @ 1220'	N48° 21.040' W122° 06.030'	75	75
Skagit/Cascade	BR Zero U2	T33 R6E S 7	1,185' - 1,693'	0.8 mi. @ 1220'	N48° 21.040' W122° 06.030'	27	27
Skagit/Cascade	BR Zero U3	T33 R6E S 7 T33 R5E S 12	1,230' - 1,706'	0.7 mi. @ 1220'	N48° 21.040' W122° 06.030'	30	30
Skagit/Cascade	High Sorenson U1	T35 R5E S 36	674' - 1,056'	0.5 mi. @ 1733'	N48° 27.980' W122° 05.993'	28	28
Skagit/Cascade	High Sorenson U2	T35 R5E S 36	488' - 1,239'	0.5 mi. @ 1733'	N48° 27.980' W122° 05.993'	39	39
Skagit/Snohomish Cascade	Jitter Bug U3	T32 R6E S 4 T33 R6E S 33	1,175' - 1,861'	0.05 mi. @ 1675'	N48° 17.537' W122° 02.854'	63	63
Snohomish/Cascade	Relic	T28 R8E S 12, 13, 14	742' - 998'	0.3 mi. @ 923'	N47° 55.465' W121° 43.319'	55	55

COMMENTS: None

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

## 5.4 UNIT DESCRIPTIONS

ITEM NO. 2

ANTICIPATED TREATMENT WINDOW: August 8 through August 26, 2011

<u>HERBICIDE(S)</u> <u>(See Clause 5.5)</u>	<u>HERBICIDE</u> <u>AMOUNT PER</u> <u>ACRE</u>	<u>TOTAL AMOUNT</u> <u>OF HERBICIDE FOR</u> <u>ITEM 2</u>	<u>ADJUVANT</u> <u>(See Clause 5.5)</u>	<u>ADJUVANT</u> <u>AMOUNT</u> <u>PER ACRE</u>	<u>TOTAL AMOUNT OF</u> <u>ADJUVANT</u> <u>FOR ITEM 2</u>	<u>TOTAL</u> <u>ITEM ACRES</u>
Accord Concentrate	48 oz	67,632 oz	Syl Tac, Phase	6 oz	8,454 oz	1,409
Chopper	8 oz	11,272 oz	or Dynamic			
Oust Extra	4 oz	5,636 oz	Valid	2 oz	2,818 oz	

  

<u>COUNTY/DISTRICT</u>	<u>UNIT NAME</u>	<u>LEGAL</u>	<u>ELEVATION</u> <u>(Ft)</u>	<u>MILES TO</u> <u>HELIPORT</u>	<u>HELIPORT</u> <u>COORDINATES</u>	<u>APPROX.</u> <u>ACRES</u>	<u>APPROX.</u> <u>DRIFT</u> <u>CONTROL</u> <u>ACRES</u>
Skagit/Cascade	Brother Bear	T33 R6E S 18	837' - 1,036'	In Unit @ 927'	N48° 20.737' W122° 04.935'	58	58
Skagit/Cascade	Deer's Danger U1	T34 R5E S 17	500' - 817'	0.9 mi. @ 1010'	N48° 25.096' W122° 10.582'	21	21
Skagit/Cascade	Deer's Danger U2	T34 R5E S 20, 21, 28	527' - 1,111'	0.2 mi. @ 1010'	N48° 25.096' W122° 10.582'	38	38
Skagit/Cascade	Deer's Danger U3	T34 R5E S 28	840' - 1,067'	0.5 mi. @ 1010'	N48° 25.096' W122° 10.582'	14	14
Skagit/Cascade	Deer's Danger U4	T34 R5E S 16, 21	946' - 1,143'	0.5 mi. @ 1010'	N48° 25.096' W122° 10.582'	12	12
Skagit/Cascade	Deer's Danger U5	T34 R5E S 21	1,068' - 1,760'	In Unit @ 1010'	N48° 25.096' W122° 10.582'	49	49
Snohomish/Cascade	Didgeridoo U1	T32 R7E S 3, 4	632' - 946'	In Unit @ 904'	N48° 17.376' W121° 53.837'	90	90
Snohomish/Cascade	Didgeridoo U2	T32 R7E S 3	931' - 966'	0.3 mi. @ 904'	N48° 17.376' W121° 53.837'	46	46
Snohomish/Cascade	Didgeridoo U3	T32 R7E S 3 T33 R7E S 34	948' - 997'	0.7 mi. @ 904'	N48° 17.376' W121° 53.837'	45	45
Snohomish/Cascade	Didgeridoo U4	T32 R7E S 3 T33 R7E S 34	889' - 994'	0.4 mi. @ 904'	N48° 17.376' W121° 53.837'	26	26
Skagit/Cascade	Forte U1*	T33 R7E S 30, 31, 32	968' - 1,263'	0.5 mi. @ 1342'	N48° 19.436' W121° 56.718'	55	55
Skagit/Cascade	Forte U2	T33 R7E S 29, 30	1,334' - 1,943'	In Unit @ 1342'	N48° 19.436' W121° 56.718'	67	67
Snohomish/Cascade	Oolong U1	T29 R7E S 10	522' - 860'	1.0 mi. @ 634'	N48° 01.558' W121° 52.466'	47	47
Snohomish/Cascade	Oolong U2	T29 R7E S 10, 11	539' - 1,059'	1.0 mi. @ 634'	N48° 01.558' W121° 52.466'	82	82

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

<u>ITEM NO. 2</u> <u>(Continued)</u>							
<u>COUNTY/DISTRICT</u>	<u>UNIT NAME</u>	<u>LEGAL</u>	<u>ELEVATION (Ft)</u>	<u>MILES TO HELIPORT</u>	<u>HELIPORT COORDINATES</u>	<u>APPROX. ACRES</u>	<u>APPROX. DRIFT CONTROL ACRES</u>
Snohomish/Cascade	Par U1	T28 R7E S 11, 12, 13, 14	699' - 887'	0.3 mi. @ 841'	N47° 54.743' W121° 51.935'	41	41
Snohomish/Cascade	Par U2	T28 R7E S 13	855' - 960'	0.5 mi. @ 841'	N47° 54.743' W121° 51.935'	38	38
Snohomish/Cascade	Spotted Appaloosa	T28 R7E S 4 T29 R7E S 33	1050' - 1190'	In Unit @ 1153'	N47° 56.898' W121° 54.938'	59	59
Snohomish/Cascade	Twitch U2	T32 R6E S 23, 24	1,172' - 1,402'	0.5 mi. @ 1624'	N48° 14.564' W122° 00.300'	46	46
Whatcom/Baker	North Springs	T40 R06E S 27	1,200'-1,962'	1376 @ 0.3mi	N48° 55.871' W122° 00.672'	37	37
Whatcom/Baker	Middle Ground	T40 R05E S 20, 29, 32	1,430'-1,965'	2528 @ 0.4mi	N48° 55.400' W122° 12.216'	84	84
Whatcom/Baker	Eagle View 1*	T39 R05E S 14	1,356'-2,415'	2336 @ 0.1mi	N48° 51.853' W122° 07.087'	74	74
Whatcom/Baker	Mapleyard 2	T39 R05E S 14, 15	1,381'-1,934'	2336 @ 0.3mi	N48° 51.853' W122° 07.087'	51	51
Whatcom/Baker	Tall Boy	T38 R05E S 27, 33, 34	1,614'-1,985'	1530 @ 0.3mi	N48° 44.414' W122° 09.846'	90	90
Whatcom/Baker	Christie Cliffs	T37 R05E S 34	1,104'-1,610'	1188 @ 0.1mi	N48° 39.510' W122° 09.471'	60	60
Skagit/Baker	Gold Mine	T36 R05E S 8, 17	1,217'-2,288'	526 @ 0.5mi	N48° 37.079' W122° 12.571'	61	61
Skagit/Baker	Spare Tire 2	T35 R05E S 2	698'-1,227'	2189 @ 0.6mi	N48° 33.560' W122° 08.390'	24	24
Skagit/Baker	Lord Hamilton	T36 R07E S 29, 31, 32	951'-1,361'	1259 @ Unit	N48° 34.327' W121° 55.525'	94	94

COMMENTS: \* Wildlife Timing Restrictions - marbled murrelets - are in place for "Forte U1" and "Eagle View 1" as follows: April 1 to August 31st from 1 hour before official sunrise to 2 hours after official sunrise and from 1 hour before official sunset to 1 hour after official sunset no heavy equipment will be allowed to operate within ¼ mile of the occupied site. Also, FP regulations do not allow flights over occupied habitat. Maps will be provided at a pre-work highlighting any possible flight path restrictions to avoid regulatory violations.

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

5.4 UNIT DESCRIPTIONS

ITEM NO. 3

ANTICIPATED TREATMENT WINDOW: September 12 through September 30, 2011

<u>HERBICIDE(S)</u> <u>(See Clause 5.5)</u>	<u>HERBICIDE</u> <u>AMOUNT PER</u> <u>ACRE</u>	<u>TOTAL AMOUNT</u> <u>OF HERBICIDE FOR</u> <u>ITEM 2</u>	<u>ADJUVANT</u> <u>(See Clause 5.5)</u>	<u>ADJUVANT</u> <u>AMOUNT</u> <u>PER ACRE</u>	<u>TOTAL AMOUNT OF</u> <u>ADJUVANT</u> <u>FOR ITEM 2</u>	<u>TOTAL</u> <u>ITEM ACRES</u>
Accord Concentrate	36 oz	3,600 oz	Hasten or MSO	8 oz	800 oz	100
Garlon 4	16 oz	1,600 oz	Valid	2 oz	200 oz	

<u>COUNTY/DISTRICT</u>	<u>UNIT NAME</u>	<u>LEGAL</u>	<u>ELEVATION</u> <u>(Ft)</u>	<u>MILES TO</u> <u>HELIPORT</u>	<u>HELIPORT</u> <u>COORDINATES</u>	<u>APPROX.</u> <u>ACRES</u>	<u>APPROX.</u> <u>DRIFT</u> <u>CONTROL</u> <u>ACRES</u>
Skagit/Cascade	Weary Outcast U2A	T33 R5E S 4, 9	617' - 699'	0.05 mi. @ 640'	N48° 22.347' W122° 09.944'	10	10
Skagit/Cascade	Weary Outcast U2B	T33 R5E S 9, 10	660' - 1181'	0.3 mi. @ 640'	N48° 22.347' W122° 09.944'	39	39
Skagit/Cascade	Weary Outcast 3	T33 R5E S 3, 4	611' - 1011'	0.1 mi. @ 640'	N48° 22.347' W122° 09.944'	51	51

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

## 5.5 REQUIRED HERBICIDES AND MISCELLANEOUS NOTES

### Except as stipulated in Clause 5.3.F.1.h.1, Herbicide Shall Be:

1. Glyphosate, N - (phosphonomethyl)glycine, in the form of its isopropylamine salt; 53.8% active ingredient (5.4 pounds per gallon)  
Trade name(s) **Accord Concentrate**
2. Sulfometuron methyl {Methyl 2-[[[(4,6-dimethyl-2-pyrimidinyl)amino]-carbonyl]amino]sulfonyl]benzoate}; 75% by weight active ingredient  
Trade name(s): **Oust XP**
3. Sulfometuron methyl {Methyl 2-[[[(4,6-dimethyl-2-pyrimidinyl)amino]-carbonyl]amino] sulfonyl]benzoate} 56.25% active ingredient: Metsulfuron methyl Methyl 2-[[[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino]-carbonyl]amino]sulfonyl]benzoate 15.00% active ingredient.  
Trade Name(s): **Oust EXTRA**
4. Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid); 27.6% active ingredient  
Trade Name(s): **Chopper**
5. 3,5,6-trichloro-2-pyridinyloxyacetic acid, butoxyethyl ester; 61.6% active ingredient  
Trade Name(s): **Forestry Garlon 4**

### Adjuvant Shall Be:

1. Ethylated seed oil; 3-(3-hydroxypropyl)-heptamethyltrisiloxane, ethoxylated acetate; polyoxyethylene dioleate: 100% active ingredient  
Trade name(s): **Syl Tac at 6 oz. per acre**
2. Methylated seed oil; alkylpolyoxy-ethylene ether and polyether modified polysiloxane: 100% active ingredient  
Trade name(s): **Phase at 6 oz. per acre**
3. Methylated seed oil; C16-C18 fatty acids, polyalkyleneoxide, modified polydimethylsiloxane, alkylphenol: 99% active ingredient  
Trade name(s): **Dynamic at 6 oz. per acre**
4. Ethyl Oleate, Polyethylene Dialky Ester, Ethoxylated Nonylphenol; 100% active ingredient  
Trade name(s): **Hastenat 8 oz. per acre**
5. Proprietary blend of methylated oils and nonionic surfactants: 100% active ingredient  
Trade name(s): **MSO Methylated Spray Oil at 8 oz. per acre**
6. Lecithin, Emulsifiers, Glycols and Defoamer: 100% active ingredient  
Trade name(s): **Valid at 2 oz. per acre**

### Herbicide Carrier Shall Be:

1. Water

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

## 5.6 PRICE SHEET

Item NO.	Description	Est. Qty in Acres	Chemical Rate Per Acre 1 & 5	Application Rate Per Acre 2 & 5	Total Rate Per Acre 3 & 5	Item Extended Total 4 & 5
1.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	384	\$ _____	\$ _____	\$ _____	\$ _____
2.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	1,409	\$ _____	\$ _____	\$ _____	\$ _____
3.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	100	\$ _____	\$ _____	\$ _____	\$ _____
N/A	<b>TOTALS:</b> (on all (3) Bid Items above, all-or-nothing)	1,893	\$ _____	\$ _____	\$ _____	\$ _____
<sup>1</sup> Per acre price for all chemicals excluding tax. <sup>2</sup> Per acre price of helicopter application only. <sup>3</sup> Chemical rate per acre excluding tax plus the application rate per acre. <sup>4</sup> Total rate per acre multiplied by the estimated acres. <sup>5</sup> All prices shall be FOB destination, freight prepaid and included.						

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

5.7 REFERENCES

Bidder shall furnish a minimum of 3 references for which Bidder has delivered goods or services on a contract similar in scope to that described in this Request for Bid. Any feedback that the reference would not engage in future business may result in the bid being rejected. The state reserves the right to waive the reference check.

- 1. Company Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Contact Person: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- Fax: \_\_\_\_\_
- Email: \_\_\_\_\_

Briefly describe the project performed:

- 2. Company Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Contact Person: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- Fax: \_\_\_\_\_
- Email: \_\_\_\_\_

Briefly describe the project performed:

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

**5.7 REFERENCES (CONTINUED)**

- 3. Company Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Contact Person: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- Fax: \_\_\_\_\_
- Email: \_\_\_\_\_

Briefly describe the project performed:

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_





**Certificate of Insurance**

Certificate Number: 19528FARFO-1

This is to certify that the policy(ies) of insurance as described below have been issued to the Named Insured for whom this Certificate is executed and is/are in force at this time. This Certificate is issued for information only and confers no rights upon the holder. This Certificate neither affirmatively nor negatively amends, extends or alters the coverage afforded by such policy(ies) or binder(s) stated herein. This certificate cancels and supercedes all previously issued certificates.

**Certificate Holder:** State of Washinton  
Pacific Cascade Region  
Attn.: Chris Rasor  
P.O. Box 280  
Castle Rock, WA 98611

**Named Insured:** NAME, ADDRESS  
OF INSURED

**Policy Type:** Aircraft Hull & Liability and Aviation General Liability Policy

**Policy Period:** December 01, 2010 to December 01, 2011 both days at 12:01am Local Standard Time at the address of the Named Insured shown above.

<b>Insurer(s):</b>	<b>Company</b>	<b>Policy No.</b>	<b>% Participation</b>
	Old Republic Insurance Company through Phoenix Aviation Managers	AA-53-12	100%

**Aircraft Covered:** All aircraft owned and/or operated by the Named Insured.

**Premises Covered:** All premises necessary and incidental to the aviation operations of the Named Insured.

**As Regards:** Bid Number 1312 — ENTER BID/CONTRACT # HERE

Coverages & Limits

<b>Aircraft Liability</b> Combined Single Limit Bodily Injury and Property Damage including Passengers	<b>Coverage Limit</b> \$5,000,000 each occurrence with Passenger Liability limited to \$100,000 each passenger excluding chemical.
<b>Comprehensive Chemical Liability</b> Combined Single Limit Bodily Injury (excluding passengers) and Property Damage	<b>Coverage Limit</b> \$500,000 Each Occurrence \$500,000 Aggregate
<b>Aviation General Liability</b> Combined Single Limit Bodily Injury and Property Damage	<b>Coverage Limit</b> \$2,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence including Passengers

Certificate Provisions

**Additional Insured**

With respect to Aircraft Liability, it is understood and agreed the Certificate Holder(s) shall be included as Additional Insured(s) hereunder solely with respect to the operations of the Named Insured. It is specifically agreed the inclusion of more than one Insured hereunder shall not operate to increase the Limits of Liability and is limited to those coverages provided by these policies.

**Notice of Cancellation**

The Company has made provision for prompt notice to you in the event of cancellation of the above described policies. Except as otherwise stated in this certificate, the Company assumes no legal responsibility for any failure to do so.

**Certificate Date:** 4/18/2011

Authorized Representative